



**COUNTY OF OSWEGO
PURCHASING DEPARTMENT**

County Office Building • 46 East Bridge Street • Oswego, NY 13126
315-349-8234 Fax 315-349-8308 www.oswegocounty.com
Fred M. Maxon, Purchasing Director

October 21, 2009

LEGAL NOTICE

Requests for Proposals will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Friday, November 13, 2009** for:

RECYCLING OF COLLECTED ELECTRONICS

Specifications are available in the Purchasing Department at the above address Monday through Friday, 9:00 a.m. to 5:00 p.m. or online at www.oswegocounty.com/purchasing.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

Fred M. Maxon
Purchasing Director

INFORMATION FOR VENDORS

The County of Oswego is soliciting proposals from accredited firms for RECYCLING OF COLLECTED ELECTRONICS, an effort by the Department of Solid Waste.

The Oswego County Department of Solid Waste (DSW) collects discarded electronics, including household batteries, televisions and microwave ovens, at six locations within Oswego County. These components are collected from home owners as well as from businesses. The DSW is seeking proposals from qualified electronics recyclers to provide collection bins, and pick-up and recycling of collected electronics for all six locations in the County.

DEADLINE, RECEIPT AND OPENING OF PROPOSALS

Each Vendor shall submit a **signed original proposal and three (3) copies in a sealed opaque envelope indicating the company's name and proposal title: RFP #15-09 – RECYCLING OF COLLECTED ELECTRONICS. Proposals are due on or before 2:00 p.m., Friday, November 13, 2009.** Either mail or deliver in person to:

Fred Maxon, Director
Oswego County Purchasing Office
46 East Bridge Street (3rd Floor)
Oswego, NY 13126

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered and will be returned unopened. Proposals may not be withdrawn within sixty (60) days after the actual date of opening. Facsimile transmitted proposals are not acceptable and will be rejected.

Proposals delivered prior to the scheduled opening date will be deemed received upon the day of the actual opening, and will be retained in the interim only as a courtesy to the Vendor.

VENDOR'S RESPONSIBILITIES

It is the Vendor's responsibility to meet the entire intent of these specifications. Vendors shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their proposal. Failure on the part of any Vendor to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Vendor did not understand the terms and conditions herein. The County of Oswego shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the RFP.

It is the responsibility of each Vendor to:

- Examine the RFP documents thoroughly;
- Consider federal, state and local laws and regulations that may affect the proposal;
- Study and carefully correlate Vendor's observations with the RFP document;
- Visit the site and examine schematics to become familiar with local conditions that may affect the proposal.

COMMUNICATIONS

Communications with the County shall be solely through the officials indicated below. Vendors are specifically directed not to contact any other County officials or employees in any fashion regarding this RFP, without prior approval from the County Purchasing Director. Unauthorized communications may result in the rejection of the proposal. The County will not be responsible for any oral representations or instructions.

General questions regarding RFP process:	Schematics/Specifications/Technical Questions and Site Visits:
Fred Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8307	Frank Visser Director of Solid Waste 2801 St Rt 481Street Fulton, NY 13069 (315) 591-9280

SPECIFICATIONS DISCREPANCY

Should a Vendor find a discrepancy in, or omissions from the specifications, requirements for contract, or RFP form, or be in doubt as to their meaning, the Vendor shall at once notify in writing the County Purchasing Director. Written instructions will be sent to all Vendors. All such addenda shall become a part of the contract and all Vendors shall be bound by such addenda, whether or not received by the Vendors. The County will not be responsible for any oral representations or instructions.

SCOPE PARAMETERS

If a Vendor identifies an additional element not included in this RFP, which in its judgment would be essential to accomplish the intended objectives as articulated in this RFP, the Vendor should identify this element in its proposal and explain in detail why the County should consider including this element within the scope of services. Conversely, if a Vendor identifies a task within the RFP that it believes could be modified or deleted without impacting the objectives of the RFP, the Vendor should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications recommended.

VENDOR’S QUALIFICATIONS & ELIGIBILITY

The County may make such investigation as it deems necessary to determine the qualifications and ability of a Vendor, and the Vendor shall promptly furnish the County all such information and data as the County may request for this purpose. The County reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the County that the Vendor is properly qualified or able to carry out the obligations of the contract and to provide the services contemplated herein.

AWARD

The award will be based in part on an analysis of the following criteria: technical and esthetic qualities of the proposal, reliability, vendor’s ability and facilities to provide the service called for, evaluation of the vendor’s proper understanding of the County’s needs, and price. The contract shall be awarded to

the responsible firm who best meets the RFP's criteria in the opinion of the County. **The initial contract will be for one year, renewable for up to four (4) additional one-year periods upon mutual agreement of both parties. Prices shall remain firm for the duration of the contract.** In the event that either party decides not to renew, they shall notify the other party in writing of the decision to terminate the contract at the end of the contract period. Such notice shall be at least sixty (60) days before the expiration date. If the County opts to extend the contract period, all of the terms and conditions of the contract shall apply.

Additional selection factors may be included under the SPECIFICATIONS section of this RFP.

The Vendor must provide unquestionable evidence of sustained capability of providing the services requested and proposed, such as can be demonstrated in existing or previous operations.

The County may award a contract based upon the proposals received, without discussion of such proposals with Vendors. **Each proposal should, therefore, be submitted in the most favorable terms the Vendor can make to the County.** The County of Oswego does, however, reserve the right to request additional data or an oral presentation in support of the written proposal. Submission of a proposal does not automatically qualify a Vendor for a presentation. The County reserves the right to negotiate with all qualified Vendors.

The County of Oswego, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Executive Law affirmatively ensures that the contract will be awarded without discrimination on the grounds of race, creed, color, disability, martial status, age, sexual orientation or natural origin.

Receipt of proposals by the County shall not be construed as authority to bind the County.

All proposals shall be firm for a period of sixty (60) days after the opening date in order for the County to determine which proposal best meets the public interest. The County reserves the right to extend said period.

At the discretion of the County, the successful Vendor must provide Letter of Commitment within thirty (30) days of acceptance.

COMMENCEMENT OF WORK

Upon execution and delivery of the contract and delivery of the required Certificates of Insurance and the approval thereof by the County Attorney, the successful Vendor will be notified to proceed with the work of the contract. Such notification will be in the form of a letter to proceed from the County's Purchasing Director.

CANCELLATION

The County reserves the right to cancel the contract at will. If the Vendor fails to perform under the contract, fails to meet specifications, or fails to make satisfactory progress so as to endanger the overall contract performance, they may be determined to be in breach and subject to written termination at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Vendor under this contract shall, at the option of the County, become County property and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

The Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of determining the exact amount of damages due the County.

The Vendor understands that the contract may be terminated due to non-appropriation of funds.

METHOD OF PAYMENT

Payment shall be made at the contract price for the services provided and verified by the Oswego County Department of Solid Waste (DSW). The accredited Electronics Recycler (ER) shall bill the DSW monthly. Oswego County does not pay in advance. **Separate invoices must be provided for each collection site. Invoices at a minimum shall be broken down by the items charged as agreed upon in the contract resulting from this proposal.** Invoices shall be sent to the Oswego County Department of Solid Waste, 2801 St. Rt. 481, Fulton, NY 13069. The County will remit payment within 30 days of receiving an invoice.

SPECIFICATIONS

The successful proposal must be from a **certified and accredited Electronics Recycler**. It is the County's intent to reuse and recycle the maximum amount possible of all materials collected. The ER shall be responsible for transportation of collected electronic materials from all six County locations and provision of bins for the storage of collected items at the County sites.

The proposal must clearly itemize charges for each item and or service provided. When services are provided at no charge, or electronic items are removed at no charge, this must also clearly be stated in the proposal.

COLLECTED ELECTRONICS

The County provides drop off facilities for residents as well as businesses. The following is a list of electronic components expected to be dropped off regularly at the County facilities. This includes, but not limited to, all items to be recycled by the ER:

Computers, computer peripherals, monitors, terminals, wiring and cables, typewriters, fax machines, microwave ovens, household batteries, printers/scanners, telecommunications equipment, radios, televisions, UPS units, circuit boards, audio/visual equipment, cell phones, calculators, video game systems, scientific equipment, business machines, copiers, mailing equipment, cash registers, network equipment, mainframe/midrange, medical electronics, banking equipment, DVR-VHS-CD players.

In calendar year 2008, the County collected 650,000 lbs of electronics. The collections for 2009 appear to be accumulating at about the same rate.

RECYCLING/DISPOSAL

The ER must adhere to the following policy for managing used and end-of-life electronics equipment, components and materials, with respect to both on-site activities and the selection of downstream vendors, which is based on a hierarchy of responsible management strategies:

- (1) Reuse – The electronics recycler (ER) shall take all practical steps to direct properly functioning equipment and components to reuse unless specifically directed otherwise.
- (2) Materials Recovery – The ER shall separate as appropriate, through manual dismantling and/or mechanical processing, the materials in equipment and components that are not directed to reuse and direct them to properly-equipped materials recovery facilities when technically and economically feasible.
- (3) Energy Recovery or Disposal – The ER shall direct remaining material to properly-equipped energy recovery and/or disposal facilities.

CERTIFICATION/REGISTRATION

The ER must be C7 registered with the NYSDEC. The ERs must be compliant with EPA and NYDEC guidelines for environmental recycling and disposal of computer and electronic equipment. Preference will be given to ERs that comply with the EPA's Responsible Recycling (R2) Practices for Electronics Recyclers.

TRACKING/ADMINISTRATION

The ER must provide documentation on downstream vendors for the recycling of dismantled electronics at the ER facility. This documentation must show that the ER’s selected downstream vendors comply with the processing, recovery or treatment of materials in accordance with the EPA’s R2 practices. This information shall contain the ER’s audit of downstream vendors to the final end user or disposal method of non-recyclable materials.

The ER shall provide the Department of Solid Waste with monthly summary reports, of recyclables collected from the County sites, with the monthly invoice. These reports, at a minimum, shall provide a breakdown, in lbs collected, for household batteries, televisions, microwave ovens and electronics.

ELECTRONICS COLLECTION AND REMOVAL

The ER shall provide and deliver containers for storage and transportation as needed at each of the County locations as listed herein. The ER shall include in the price removal of all electronics collected. The ER must collect the full bins within five days of notification by the site supervisor. For most sites this means six Gaylord bins. The DSW is flexible to make alternative arrangements for pick-up of collected recyclables upon mutual agreement by the recycler and the DSW. From past experience when utilizing a tractor trailer, the pick-up frequency is once per week for Hasting, Oswego and Pulaski; once per week for Hannibal, Fulton and the Bristol sites combined. These frequencies are approximate. All e-waste collected becomes the property of the ER when deposited in the recycler’s containers or trailers.

COLLECTION SITES

The following locations are utilized by the County to collect electronics:

Bristol Hill Transfer Station
3125 State Route 3
Fulton, NY 13069

Oswego Transfer Station
700 East Seneca Street
Oswego, NY 13126

Hannibal Transfer Station
1167 Co. Route 7
Hannibal, NY 13074

Pulaski Transfer Station
100 Co. Route 2A
Pulaski, NY 13142

Hastings Transfer Station
1391 US Route 11
Hastings, NY 13076

Fulton City DPW
17 Edgerton Street
Fulton, NY 13069

GENERAL PROVISIONS

In submitting a proposal, a Vendor agrees to be bound by the requirements set forth in the following General Provisions and the above Information for Vendors and Specifications. Whenever reference is made to the term “Contractor” or “Vendor” this shall include the party with whom the County may enter into an agreement, as well as any subcontractors whom the Vendor has engaged to complete portions of the scope of services. Whenever reference is made to the term “County” this shall include the County of Oswego.

HOLD HARMLESS

The Contractor shall agree to defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the performance of the agreement and to bear other costs and expenses related thereto; to indemnify and hold-harmless the County of Oswego, its officers, employees and agents from any and all liability damage claims, demands, costs, judgments, fees, attorney’s fees or losses arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor, or by third parties under the control and direction of the Contractor.

INDEMNIFICATION

The relationship of the contractor to the County shall be that of an independent contractor. That the said contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County, including but not limited to Workers’ Compensation coverage, Unemployment Insurance Benefits, Social Security coverage, or retirement membership or credits.

NON-DISCRIMINATION

The Contractor agrees to comply with the nondiscrimination in employment policies as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

LAWS, CODES & REGULATIONS

The Contractor shall, without additional expense to the County, be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services described in the proposal.

ASSIGNMENT & SUBLETTING

The Contractor shall not assign or transfer any interest or claim under this contract except as authorized in writing by the County and, except as set forth in the Contractor’s proposal, no contract shall be made by the Contractor with any other parties for furnishing any of the work or services under this contract without the approval of the County.

The contractor shall not assign, transfer, sub-lease, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

CONTRACT MODIFICATION

Either party may at any time during the term of this contract request amendments or modifications. Requests for amendment or modification of this contract shall be in writing, specifying the changes sought and the reasons. The County will have final approval.

DISPUTES

The exclusive means of disposing of any dispute arising under this contract which is not disposed of by agreement shall be decided in a New York State court of competent jurisdiction, located within Oswego County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. The Contractor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. A claim must be in writing, for a sum certain and any money requested must be fully supported by all cost and pricing information.

DISCLOSURE

The County, or its duly authorized agent, shall have access to and copies of the Contractor's records, including any books, computer tapes, disks or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records without prior notice, at all reasonable times during the contract period and for three (3) years thereafter.

The Vendor will retain all records pertinent to this agreement, for a period of seven (7) years from either the date of final payment of this agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is longer.

NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or covenant or otherwise.

PERTAINING TO GENERAL MUNICIPAL LAW

The contractor shall agree that Section 103A and 103B of the General Municipal Law relative to installation of contract by municipal corporation to testify and disqualification to contract with municipal corporation are made part as though fully set forth herein.

IDENTIFICATION

The correct and full legal business name of the entity involved must be used on contracts issued as a result of this solicitation. A trade name, (i.e., a shortened or different name under which the firm does business), should not be used when the full legal name is different; corporations must have names that comply with state law which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc). The signature on the contract must conform to the following:

- Where the contractor is a corporation, the signature must contain the corporation seal or an attestation by a separate corporate officer (usually the secretary) of the authority of the signing corporate officer to bind the corporation;
- Where the contractor is a partnership, at least one general partner must sign;
- Where the contractor is a sole proprietor, the owner of the company must sign;
- All signatures on proposals, amendments and related correspondence must be persons who are authorized to contractually bind the proposing entities.

VALIDITY OF PROVISIONS

The parties hereto understand and agree that each and every provision of law or clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or inadvertence, such provision is not inserted, said clause shall be deemed to have been inserted and shall have full force and effect of law.

This specification as well as any contract, plans, drawings, exhibits or schedules to which it is attached and made a part of constitutes the entire agreement and understanding between the parties hereto, and shall be binding upon each party and their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits, or schedules will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

NON-COLLUSION

Pursuant to Section 103D of the General Municipal Law, each Vendor must submit an affidavit of non-collusion signed by an officer of the company.

LICENSE AND PERMITS

It shall be the responsibility of the Vendor to secure any permits or licenses necessary for the Vendor to hold hereunder at its sole cost and expense.

REJECTION OR ACCEPTANCE OF PROPOSAL

The right is reserved by the County to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the County, is deemed the most advantageous for the public and the County. Any proposal that is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, including unbalanced proposals, may be cause for rejection. An unbalanced proposal is defined as one in which the amount proposed for one or more separate items is substantially out of line with current market prices for the services rendered. In the event of default of the successful Vendor, or Vendor's refusal to enter into an agreement with the County, the County reserves the right to accept the proposal of any other applicant without necessity to re-advertise.

TAXES

The County is exempt from payment of taxes imposed by the federal government and/or the state of New York. The successful Vendor is responsible for all applicable state, local and federal taxes.

NO EXTENSIONS OF CREDIT BY COUNTY

Pursuant to the applicable provisions of the New York State Constitution, the County of Oswego is prohibited from extending credit to individuals or entities to finance the operation of this program.

REQUIREMENTS FOR CONTRACT

The contract, as well as the statements and specifications that accompany the proposals, and which are accepted by the County, shall be in such form and contain such terms and conditions as approved by the County Attorney.

SECURITY

The Vendor shall obtain and maintain general and/or professional liability insurance to include comprehensive form and other coverage mutually acceptable to the County with sufficient limits for bodily injury, accidental death and property damage, and insurance related to training, as required by law.

EMPLOYMENT

Vendor must document that it is an Affirmative Action / Equal Opportunity Employer.

FREEDOM OF INFORMATION LAW

Vendors are advised that Oswego County is subject to the Freedom of Information Law (FOIL). The County will make every reasonable legal effort to maintain the confidentiality of proposals and negotiations. Vendors are advised to clearly identify and mark any proprietary information in their proposals as “Proprietary Information.”

INSURANCE REQUIREMENTS

HOLD HARMLESS

Regarding the operations and responsibilities concerning this agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the County of Oswego, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Contractor and the County, their officers, agents or employees in connection with this agreement.

INSURANCE BROAD FORM PROPERTY DAMAGE

The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Contractual, Independent Contractors and Personal Injury, with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury, including wrongful death, and property damage.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance, including for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

THE CONTRACTOR SHALL PROVIDE TO THE COUNTY A CERTIFICATE OF INSURANCE EVIDENCING THE ABOVE INSURANCE REQUIREMENTS AND SHALL NAME THE COUNTY OF OSWEGO AS AN ADDITIONAL INSURED. THE CERTIFICATE SHALL CONTAIN A PROVISION THAT THE ISSUING COMPANY WILL NOTIFY THE OSWEGO COUNTY PURCHASING DEPARTMENT BY CERTIFIED MAIL THIRTY (30) DAYS PRIOR TO ANY CHANGE IN OR CANCELLATION OF THE POLICY.

STATUTORY COMPLIANCE

In acceptance of this agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and Human Rights.

MAILING INSTRUCTIONS

The Certificate of Insurance shall be mailed to:

Oswego County Purchasing Department
46 East Bridge Street
Oswego, NY 13126

CERTIFICATE OF INSURANCE

THIS CERTIFIES to the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY 13126 that the following described policies have been issued to, and are in force now for:

NAME & ADDRESS _____
 OF INSURED: _____
 COVERING: _____ RFP #15-09

 _____ RECYCLING OF COLLECTED ELECTRONICS _____

KIND OF INSURANCE	COMPANY & POLICY NO.	EXPIRATION DATE	LIMITS OF LIABILITY
(X) Workers' Compensation (form C-105.2)			Statutory
(X) Disability Benefits Law			Statutory
(X) Comprehensive General Liability			CSL of \$1,000,000 OCC/ \$1,000,000 Agg in the Primary Policy
(X) Comprehensive Auto Liability			CSL of \$1,000,000 per OCC Primary Policy

The above described policies provide the following features or contain the following provisions, by endorsement for this project:

1. The above policies will not expire and/or non-renew by canceled, for any reason or restricted in coverage until at least thirty (30) days prior to written notice has been given, by certified mail, to the Oswego County Purchasing Department.
2. The Comprehensive General Liability policy specifically includes premises/operations, products/completed operations, blanket broad form contractual, and independent contractors liability coverage.
3. Personal injury liability coverage is provided under bodily injury liability insurance.
4. Broad form property damage coverage is provided.
5. The exclusion for actions on a contract by a third party beneficiary arising out of a project for a public authority is deleted from the contractor's and the owner's contractual liability policies.
6. The above described policies have been endorsed as necessary to provide the limits of liability indicated.
7. Automobile liability coverage applies to owned, non-owned and hired vehicles.
8. A cross liability endorsement is provided in the CGL and auto policies.
9. The CGL and auto policies have been endorsed to include the County of Oswego as an additional insured.

 Name of Insurance Agency

 Signature of Authorized Representative

 Address of Insurance Agency

 Telephone Number

 Date

VENDOR REPLY COVER SHEET

Sealed proposals are due by **2:00 p.m., Friday, November 13, 2009** at the Oswego County Purchasing Office; 46 East Bridge Street (3rd Floor); Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for RECYCLING OF COLLECTED ELECTRONICS as recited in the specifications and offers to furnish the service required herein.

ATTACH PROPOSAL TO THIS SHEET

Federal ID Number: _____

Type or Print Name

Company

Title

Address

Authorized Signature

Date

(____) _____ / (____) _____
Telephone Number / Fax

VENDOR INFORMATION SHEET

Proposing Organization: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

Invoices Will Be From:

Address: _____

Person To Contact In Reference To Contract:

Name: _____

Title: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

E-mail: _____

Signatory Authority: _____

“In consideration of the limitations of this RFP, I hereby certify that the information in this proposal is correct to the best of my knowledge, and that I am an official of the above organization authorized to sign and submit this proposal.”

Name/Title

Signature

Date

NON-COLLUSION CERTIFICATION

General Municipal Law § 103-d

- (a) By submission of this proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
 - (2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor;
 - (3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

- (b) A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Vendor (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Company

Type or Print Name

Date

Title

Authorized Signature

RESOLUTION FOR CORPORATIONS ONLY

Resolved that _____(individual) is authorized to sign and submit the bid or proposal of this corporation for the following project:

RECYCLING OF COLLECTED ELECTRONICS

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury, and to enter into the contract if awarded to this corporation:

The foregoing is a true and correct copy of the resolution adopted by _____
_____ Corporation at a meeting of its Board of Directors held on the _____ day of _____, _____, and is still in force on this _____ day of _____, 2009.

Secretary

(Seal of Corporation)

NON-PROPOSER RESPONSE

The Oswego County Purchasing Department is interested in the reasons why prospective Vendors fail to submit proposals. Failure to submit a proposal without explanation may result in removal of your firm from our Vendors' list. If you are NOT submitting a proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the Oswego County Purchasing Office; 46 East Bridge Street; Oswego, NY 13126.

- 1. Unable to make a proposal at this time, but would like to receive future RFPs.
- 2. Items or material not manufactured, distributed, stocked, furnished.
- 3. Services, materials or items we have to offer do not fully meet all the requirements of standards specified.
- 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.)
- 5. We cannot meet the time of delivery of items or materials specified.
- 6. Insufficient time allowed for preparation and submission of bid.
- 7. Other reasons: _____

You may remove our name from the bid list for:

This Commodity Group This Item or Material All Bids

Type or Print Name

Company

Title

Address

Authorized Signature

(_____) _____

Date

Telephone Number